IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No. 7735 of 1998
With
SPECIAL CIVIL APPLICATION No. 8602 of 1998
With
SPECIAL CIVIL APPLICATION No. 8615 of 1998

For Approval and Signature:

HONOURABLE MR.JUSTICE AKIL KURESHI

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1 Whether Reporters of Local Papers may be allowed to see the judgment ?

2 To be referred to the Reporter or not ?

3 Whether their Lordships wish to see the fair copy of the judgment ?

4 Whether this case involves a substantial question of law as to the interpretation of the constitution of India, 1950 or any order made thereunder ?

5 Whether it is to be circulated to the civil judge ?

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JAYSHREE AMBICA TUBEWELL CO & 1 - Petitioner(s)

Versus

MUNICIPAL CORPORATION OF AHMEDABAD CITY & 772 - Respondent(s)

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Appearance :
MR CL SONI for Petitioner(s) : 1 - 2.
MR YM THAKKAR for Respondent(s) : 1,
MR GM JOSHI for Respondent(s) : 2,
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CORAM : HONOURABLE MR.JUSTICE AKIL KURESHI

Date : 05/12/2005

ORAL JUDGMENT

1. In the present petition, the petitioners have essentially challenged the action of the respondent no.1,

Ahmedabad Municipal Corporation in entering into negotiations and ultimately awarding the contract for construction of tube wells as per tender notice dated 16th March, 1998, in favour of respondent no.2. The case of the petitioners broadly stated was that respondent no.2 was not qualified as per the terms and conditions of the tender notice despite which after opening the tenders Corporation Officer entered into negotiations with the said party and eventually awarded the contract as well.

2. No interim relief was granted in favour of the petitioners and, therefore, during the pendency of the petition, the respondents were permitted to act on the contract awarded. Learned counsel Shri G.M.Joshi appearing for respondent no.2 stated that the period for which the contract was awarded has been over since long and the respondent no.2 also executed necessary work as per the terms of the contract and has also been paid the agreed amount by the respondent no.1 Corporation for the work done.

3. The question of examining the qualification of respondent no.2 for grant of contract, therefore, would not survive. The only fall out of accepting the

contentions of the petitioners would eventually lead to consideration of payment of damages in favour of the petitioners if at all. No such prayer is made in the petition none can even otherwise be considered in a writ petition which would necessarily include deciding large number of disputed questions of fact.

4. In view of these developments, I find that it is not possible to entertain the petitions any longer at this stage. The same are disposed of accordingly. Rule is discharged with no order as to costs.

(Akil Kureshi, J.)

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